CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

> Vendor ID 0000155011 Fortin,Gerald Transport PO Box 336 Derby VT 05829 USA



Contract ID		Page
00000000000000000014099		1 of 3
Contract Dates		Origin
10/08/2008 to 10/31/2009		CP
Description:		Contract Maximum
CP-WOODCHIPS NEWPORT		\$9,999,999.00
Buyer Name	Buyer Phone	Contract Status
Laraway.Flizabeth	828-4658	Approved

Phone #: 802-766-2247

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
2	9890	WOOD CHIPS FOR FUEL	TON	75.00000	0.00	0.00

MATERIALS: WOODCHIPS ARE TO BE SELECTED HARDWOOD SPECIES, NO POPLAR, BASSWOOD OR SOFTWOOD WILL BE CONSIDERED. WHOLE TREE CHIPS SHALL BE PROVIDED WHICH CONFORM TO MOISTURE CONTENT REQUIREMENTS AND ARE FREE OF DIRT, ROCKS, TWIGS, STICKS AND SAWDUST. ALL CHIPS SHOULD FIT THROUGH A 1 1/2 INCH SCREEN. UNACCEPTABLE CHIPS WILL BE REJECTED BY THE STATE AND REPLACED BY THE CONTRACTOR AT NO COST TO THE STATE.

MOISTURE CONTENT: THE PRICE QUOTED SHALL BE BASED ON NET TONS AT 40% MOISTURE CONTENT +/- 5%. THE VERMONT DEPARTMENT OF BUILDINGS AND GENERAL SERVICES PERSONNEL WILL ALSO CHECK THE MOISTURE CONTENT USING THE FOLLOWING PROCEDURE; TWO SAMPLES FROM EACH DELIVERY VAN WILL BE WEIGHED BEFORE AND AFTER COMPLETE DRYING IN A MICROWAVE OVEN

PRICE QUOTED: THE PRICE QUOTED SHALL INCLUDE ALL TRANSPORTATION CHARGES FULLY PREPAID TO THE DELIVERY LOCATION, AND WILL BE BASED UPON THE DELIVERY SLIPS, AND ADJUSTED FOR MOISTURE CONTENT IF THE ACTUAL IS LESS THAN 25% OR MORE THAN 45%. FOR EXAMPLE A 23 TONE LOAD AT 55% MOISTURE WILL BE BILLED AT 20.7 TONES (45%-55%=10% 23X10%=-2.3 23-2.3=20.7).

CHIPS: CHIPS ARE TO BE DELIVERED TO THE DESIGNATED AREA AT THE CONTRACTOR'S EXPENSE BETWEEN THE HOURS LISTED BY LOCATION AND WILL BE UNLOADED BY THE CONTRACTOR. DELIVERIES WILL BE MADE UPON THE REQUEST OF OUR HEATING PLAN SUPERVISOR OR HIS DESIGNEE.

TRAILERS: THE DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE THE SIZE NORMALLY ACCEPTED IN THE WOOD CHIP TRANSPORTATION TRADE. DELIVERY TRAILERS USED BY THE CONTRACTOR WILL REMAIN AT THE SITE TO BE UNLOADED BY THE STATE AND WILL BE PICKED UP BY THE CONTRACTOR AT THE TIME OF NEXT DELIVERY. LIVE BOTTOM DELIVERIES WILL BE ACCEPTED IF THE STATE'S CONTACT PERSON IS NOTIFIED AT LEAST 8 HOURS PRIOR TO DELIVERY AND AN EQUIPMENT OPERATOR IS AVAILABLE TO MOVE CHIPS FROM THE REAR OF THE TRAILER TO THE STORAGE AREA. ALL TRAILERS MUST HAVE SUFFICIENT FLOOR AND SIDEWALLS TO ACCEPT UNLOADING BY MECHANICAL MEANS & BOBCAT SKID STEER LOADER. AT A MINIMUM THIS MEAN 12 INCHES HIGH & INCHES HIGH OF THE TRAILER AND 24 INCH HIGH PLYWOOD CRASH BOARDS AT THE FRONT OF THE TRAILER.

LIMITED STORAGE: DUE TO THE LIMITED STORAGE CURRENTLY AVAILABLE AT THESE SITES, THE CONTRACTOR SHALL LEAVE ONE TRAILER AT EACH SITE AND HAVE ONE TO LOAD AND EXCHANGE WITH THE EMPTY ONE WHEN A DELIVERY IS MADE.

SCALE SLIPS: SCALE SLIPS SHALL BE PROVIDED WITH EACH LOAD, EACH SLIP SHALL SHOW THE GROSS WEIGHT OF THE TRUCK, TRAILER AND CHIPS IN ADDITION TO THE TARE WEIGHT OF THE EMPTY TRUCK AND TRAILER. IF SCALES ARE NOT AVAILABLE THEN THE LOAD WILL BE ESTIMATED BASED ON THE PREVIOUS 5 DELIVERIES. IN LIEU OF TARE WEIGHTS FOR EACH LOAD THE STATE WILL ACCEPT A SCHEDULE OF TRUCKS AND TRAILER TARE WEIGHTS AT THE BEGINNING OF EACH HEATING SEASON.

ALTERNATE SOURCES: IF THE CONTRACTOR FAILS TO DELIVER A LOAD OF CHIPS WITHIN THE TIME REQUESTED, FOR ANY REASON (EQUIPMENT MALFUNCTION, ROADS UNSUITABLE FOR HAULING) THE STATE RESERVES THE RIGHT TO OBTAIN CHIPS FROM ANY SUPPLIER WHO CAN DELIVER. IF THE CONTRACTOR IS NOT GOING TO BE ABLE TO MAKE A DELIVERY IT WOULD BE DESIRABLE TO NOTIFY THE CONTACT PERSON AS SOON AS POSSIBLE SO OTHER ARRANGEMENT CAN BE MADE.

NEWPORT HOURS: CHIPS ARE TO BE DELIVERED TO THE DESIGNATED AREA AT THE CONTRACTOR'S EXPENSE BETWEEN THE HOURS OF 9:00 PM AND 7:00 AM, MONDAY THROUGH FRIDAY AND ANYTIME ON WEEKENDS AND HOLIDAYS.

CHIPS ARE TO BE DELIVERED TO A 40 TON UNDERGROUND STORAGE BIN LOCATED ON THE EAST SIDE OF THE BUILDING. EACH DELIVERY WILL REQUIRE DROPS AT BOTH ENDS OF THE BIN. A KEY TO THE DOORS WILL BE PROVIDED. THE DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE THE SIZE NORMALLY ACCEPTED IN THE WOOD CHIP TRANSPORTATION TRADE. TRAILERS WILL CONTAIN UP TO 25 TONS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

SCOPE OF CONTRACT: TO PROVIDE WOODCHIPS TO THE NEWPORT STATE OFFICE BUILDING, NEWPORT, VERMONT

CONTRACT PERIOD: THIS CONTRACT SHALL BE FOR A PERIOD OF TWELVE (12) MONTHS WITH AN OPTION TO RENEW FOR TWO (2) TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

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Laraway Flizabeth	828-4658	Approved		

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			Unit	Max	Max
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TERMS: NET 30 DAYS	3				

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY

SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND

PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15 REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15 REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE ST

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

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CP-WOODCHIPS NEWPORT		\$9,999,999.00	
Buyer Name	Buyer Phone	Contract Status	
Laraway Elizabeth	828-4658	Annroyed	

Phone #: 802-766-2247

Line # Item ID Item Desc UOM Price Qty Amt
AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE
CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: BETSY LARAWAY PURCHASING AGENT 802-828-4658 FAX # 802-828-2222 betsy.laraway@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR	
Date:	Date:	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Email:	Email:	